

Federal Aviation Administration UTILITY SERVICE BY APPLICATION	Tel: () Contract NO.: DTFA**-**-U-***** It is requested that:
Issuing Office: FAA, Real Estate and Utilities	Date Service Required: _____ Type of Utility: _____ Govt Owned: _____ Leased: _____ Lesser: _____

Furnish the Government the following described services at the lowest applicable rate during the fiscal year ending September 30, _____, and continuing thereafter until further notice, subject to the necessary appropriation being made by Congress each year.

Description of Services:

Service requirements:

PROVISIONS

1. NONRECURRING CHARGE:

____ Not Applicable.

____ Applicable. There is hereby added to the utilities rate a nonrefundable, nonrecurring charge for the initiation of power to be paid by the Government in an amount not to exceed \$_____.

(10/96)

2. OFFICIALS NOT TO BENEFIT

No member of or delegate to Congress, or resident commissioner, shall be admitted to any share or part of this contract, or to any benefit arising from it. However, this clause does not apply to this contract to the extent that this contract is made with a corporation for the corporation's general benefit. (10/96)

3. COVENANT AGAINST CONTINGENT FEES

The Contractor warrants that no person or agency has been employed or retained to solicit or obtain this contract upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the Government shall have the right to annul this contract without liability or, in its discretion, to deduct from the contract price or consideration, or otherwise recover the full amount of the contingent fee. (10/96)

4. ANTI-KICKBACK

The Anti-Kickback Act of 1986 (41 U.S.C. 51-58) (the Act), prohibits any person from (1) Providing or attempting to provide or offering to provide any kickback; (2) Soliciting, accepting, or attempting to accept any kickback; or (3) Including, directly or indirectly, the amount of any kickback in the contract price charged by a prime Contractor to the United States or in the contract price charged by a subcontractor to a prime Contractor or higher tier subcontractor. (10/96)

5. PROTEST AND DISPUTES

All contract disputes arising under or related to this contract or protests concerning awards of contracts shall be resolved under this clause, and through the Federal Aviation Administration (FAA) Dispute Resolution System. Judicial review, where available, will be in accordance with 49 U.S.C. 46110 and shall apply only to final agency decisions. The decision of the FAA shall be considered a final agency decision only after a contractor or offeror has exhausted their administrative remedies for resolving a contract dispute under the FAA Dispute Resolution System. Protests must be filed with the Office of Dispute Resolution within 5 calendar days of the date that the protester was aware, or should reasonably have been aware, of the agency action or inaction which forms the basis of the protest. Unless otherwise stated in this contract dispute by the contractor against the government shall be submitted to the Contracting Officer within 1 year after the accrual of the contract dispute. Information relating to submitting a protest or dispute will be provided by the Contracting Officer, upon request. (10/96)

6. ADVANCE PAYMENT:

The government cannot make payment for services not rendered. Therefore, payment for nonrecurring, construction costs will be made upon completion and inspection of the work performed by the Utility. (10/96)

7. TARIFFS AND RATES:

Upon start of service, Utility shall provide the Government with 2 copies of its current tariffs and rates, and shall provide copies of modification to those rates which affect the Government. (10/96)

8. BILLING INFORMATION:

All Construction invoices, updated tariffs and rates shall be mailed to the following address:

Federal Aviation Administration
Real Estate and Utilities *
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*

All monthly recurring billing shall be mailed to the following address:

Federal Aviation Administration, *
*
*
*

Bills should show meter readings, dates, applicable charges, et cetera. (10/96)

9. FACILITIES CHARGES:

If Utility requires a facility charge be billed monthly, not relative to actual monthly usage, then Utility will provide the breakdown between monthly usage and facilities charges on the bill.
(10/96)

Accounting and Appropriation Data

Recurring Charge: _____

Non-recurring Charge: _____

CERTIFICATION OF UTILITY COMPANY

Utility shall certify in the space provided below that rates are fixed or adjusted by Federal, State or other regulatory body, and that this rate is the lowest applicable rate available to any customers under like conditions of service. Utility agrees to all conditions of this application, and upon execution, shall provide services as described above.

Company's Account No. _____

Meter No. _____

Applicable Rate Schedule _____

Name of Company: _____

By: _____ (Signature)

Date: _____

Title: _____

FEDERAL AVIATION ADMINISTRATION

Real Estate and Utilities *

Real Estate Contracting Officer

Date: